

WHAKATANE BOARD MILLS LTD. FACTORY ENGINEERS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 19th day of June 1961, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part and Whakatane Board Mills Ltd. (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

*Industry to Which Agreement Applies*

1. This agreement shall apply to toolmakers, patternmakers, tradesmen, machinists, tradesmen's mates and labourers (all as described in clause 6), employed in the wood pulp, paper and wallboard manufacturing sawmilling and ancilliary activities of Whakatane Board Mills Ltd.: Providing that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

*Hours of Work*

2. (1) *Day Workers*—(a) The ordinary hours of work shall be 40 per week of which not more than eight hours may be worked on each day from Monday to Friday inclusive between the hours of 7.30 a.m., and 5 p.m., except where an employer elects to operate a roster system for day workers.

Where an employer so elects to operate such a roster for day workers the ordinary hours of work shall be 40 a week of which not more than eight hours may be worked between 7.30 a.m., and 5 p.m., on each of any five of the seven days of the week which shall be deemed to commence midnight Sunday/Monday: Provided that a worker whose ordinary hours of work in any week includes time actually worked on a Saturday or on a Sunday in that week shall receive in addition to his ordinary wages, payments computed in respect of the actual time worked as follows:

(i) In respect of the first three hours of time worked before noon on a Saturday: Payment at one half of his ordinary rate.

(ii) In respect of time worked in excess of three hours before noon on a Saturday and in respect of time worked after noon on a Saturday or on a Sunday: Payment at his ordinary rate.

"Ordinary rate" means one fortieth of the worker's weekly wages per hour.

(b) A regular time for lunch break shall be established for each department, in duration not more than one hour nor less than half an hour. When a worker is called for work during his regular meal break the time so worked shall be paid for at half rate extra.

(c) No worker shall be required to work more than four and a half hours continuously without an interval for a meal provided that such four and a half hours may be extended to five hours to meet an emergency.

(2) *Shift Workers*—(a) Shifts may be worked as necessary and may be worked in accordance with a roster provided that a worker shall not be deemed to be a shift worker until he has worked on shift for not less than four consecutive working days.

(b) The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts per week to be worked on any five of the seven days of the week which shall be deemed to commence midnight Sunday/Monday: Provided that a worker whose ordinary hours of work in any week include time actually worked on a Saturday or on a Sunday in that week shall receive, in addition to his ordinary rates, payments computed in respect of the actual time worked as follows:

- (i) In respect of the first three hours of time worked before noon on a Saturday: Payment at one half of his ordinary rate.
- (ii) In respect of time worked in excess of three hours before noon on a Saturday and in respect of time worked after noon on a Saturday or on a Sunday: Payment at his ordinary rate.

“Ordinary rate” means one fortieth of the worker’s weekly wages per hour.

(c) Each shift worker shall be afforded reasonable opportunity during the shift to partake of a meal, but machinery shall be kept fully working and production shall not be impeded.

(3) *Definition of Roster*—For the purpose of this agreement roster means a schedule of duty times showing in advance the days of the week and/or shifts when any worker is due to work and be off work respectively and rostered has a corresponding meaning.

#### *Overtime*

3. (1) *Day Workers*—(a) Time worked on any day, Monday to Friday outside of or in excess of the hours specified in clause 2 subclause 1 (a), and any time worked on Saturday before 12 noon, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter. Time worked between 10 p.m. and 6 a.m. shall be paid for at double time. Time worked on Saturday after 12 noon or on Sunday, shall be paid for at the rate of double time.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work in the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2 of subclause 1 (a)) occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2 subclause 1 (a)) occurring during such absence.

(c) Any worker, who, after having completed his day’s work and left the place of employment, is called back to work overtime shall be paid a minimum of two hours’ pay at the appropriate overtime rate and reasonable travelling time to and from the worker’s home shall count as time worked: Provided that where the call back occurs between midnight and 6 a.m. the minimum shall be three hours.

(d) When a day worker is required to work more than nine hours he shall be provided with a suitable meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter and

provided further that where a worker is required to work more than four and a half hours on a Saturday, Sunday or award holiday he shall be provided with a suitable meal at the end of the first four and a half hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s.

(2) *Shift Workers*—(a) Time worked in excess of eight hours on any shift or time worked on any rostered day off shall be deemed to be overtime and shall be paid for at the rate of time and one half for the first three hours and at the rate of double time thereafter: Provided that any such time worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time.

(b) Any shift worker who, after having completed his day's work and left the place of employment, is called back to work overtime, shall be paid a minimum of two hours' pay at the appropriate overtime rate and reasonable travelling time to and from the worker's home shall count as time worked: Provided that where the call back occurs between midnight and 6 a.m. the minimum shall be three hours.

(c) When a shift worker is required to work more than nine hours he shall be provided with a suitable meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter and provided further that where a shift worker is required to work for more than four and a half hours on a rostered day off or award holiday he shall be provided with a suitable meal at the end of the first four and a half hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s.

#### *Shift Allowance*

4. (a) Where day, afternoon, and night shifts are worked a shift allowance at the rate of 3s. 6d. per shift shall be paid to each shift worker, but the management at each mill shall have the right to fix its own allowances for the day, afternoon, and night shifts respectively including the right not to pay any allowance for the day shift provided that the total for a complete cycle of three shifts amounts to 10s. 6d.

Where part of an eight hour shift is worked by one worker and the remainder by another the shift allowance for that shift shall be divided between the two workers in proportion to the time worked by each.

(b) An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

#### *Students*

5. Any student of any recognised university engineering college in the Dominion who engages himself to an employer for the purpose of obtaining practical experience to supplement his theoretical training during the vacation period shall be exempt from the provisions of this agreement: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

#### *Wages and Special Payments*

6. (a) The following rates of pay for adult male workers shall apply:

##### *Toolmaker*

“Toolmaker” means a tradesman engaged making and/or repairing any precision tools, gauge, die, jig, or mould and who is responsible for its proper completion .. .. .

Per Week	Equivalent Rate per Hour	
£ s. d.	s.	d.
15 5 10	7	7½

##### *Patternmaker*

“Patternmaker” means a tradesman engaged in making patterns in wood .. .. .

15 5 10	7	7½
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<i>Tradesman</i>	Per Week			Equivalent Rate per Hour	
	£	s.	d.	s.	d.
Day workers .. .. .	14	16	8	7	5
Shift workers .. .. .	15	3	4	7	7

“Tradesman” means a worker employed as such who has served five years’ apprenticeship to any of the branches of the trade covered by this agreement or an adult worker who in the course of his employment works from drawings or prints, or who makes precision measurements, or who applies general trade experience to the branch or branches of any of the trades in which he is employed covered by this agreement, such as patternmakers, toolmakers, die-sinkers, engineers, turners, fitters, blacksmiths, mill-wrights, welders and includes first-class machinists, but shall not include workers covered by any other definition contained in this agreement.

Machinist employed on cold-saw, hydraulic press, pneumatic press, screwing machine, or drilling machine and striker .. .. . 12 18 4 6 5½

#### *Tradesmen’s Mate*

A “tradesmen’s mate” is a worker who is directed to regularly assist tradesmen with normal mechanical duties as a personal assistant and who has been employed for at least three months in that capacity. This does not apply to labourers who may be working with tradesmen but who are doing labouring work or merely carrying tools and material .. .. . 12 16 8 6 5

(NOTE—The provision of a classification for tradesmen’s mate does not imply that tradesmen not provided with assistants should be so provided.)

*Labourer* .. .. . 12 5 10 6 1¾

(b) The minimum wage for junior labourers shall be as follows:

	Per Week		
	£	s.	d.
Under 17 years of age .. .. .	4	6	6
17 to 17½ years of age .. .. .	5	3	0
17½ to 18 years of age .. .. .	5	19	6
18 to 18½ years of age .. .. .	6	15	0
18½ to 19 years of age .. .. .	7	10	0
19 to 20 years of age .. .. .	8	7	6
20 to 21 years of age .. .. .	9	3	3

The proportion of junior labourers employed at any one time shall not exceed one for every two tradesmen’s mates and/or labourers employed.

(c) *Country Allowance*—Workers employed at Whakatane shall be paid a country allowance of 3½d. per hour.

(d) *Service Allowances*—Service allowances shall be paid as follows:

(i) For service exceeding one year ½d. per hour.

(ii) For service exceeding two years a further ½d. per hour making 1d. an hour in all.

- (iii) For service exceeding five years a further 1d. per hour, making 2d. an hour in all.
  - (iv) Service now accrued qualifies for the allowance.
  - (v) Service must be continuous so that if a man leaves or is discharged and returns to the employer he commences afresh without service allowance and his qualifications for the allowance runs from the date of return.
  - (vi) Service must be with the same employer and not merely in the industry.
  - (vii) Approved leave of absence will not debar any worker from the benefits of this subclause.
- (e) *Industrial Allowance*—The following allowances shall replace and be in full satisfaction and discharge of all special allowances previously payable for dirty work, confined space, heat and cold, height, welding and metal spraying, gas masks or in respect of any other condition whatsoever pertaining to the industry:
- (i) All workers employed at Whakatane shall be paid an allowance of 2½d. per hour, together with the following allowances where applicable.
  - (ii) Workers while employed on metal spraying or on oxy-acetylene or electric welding or cutting, except for spot or butt-welding machines shall be paid 3½d. per hour; this provision shall not apply when a worker other than a welder does welding and/or cutting for less than a total of four hours in any one day.
  - (iii) Shift fitters working in a board machine room at Whakatane shall be paid one quarter hour's pay at ordinary rates of pay in respect of each shift worked.
- (f) *Leading Hands*—(i) Where a worker has been specially directed by an employer to take charge of four or more workers, he shall be paid 3¾d. per hour extra or;
- (ii) Where a worker has been specially directed by an employer to take charge of any job and has under his control not less than four tradesmen, such worker shall be paid 5½d. per hour extra provided that the job shall extend for one day or more.
- (g) *Computation of Overtime Rates*—All payments provided for in this clause except those in subclause (e) (iii), hereof shall be taken into account when computing overtime payments.
- (h) Where a worker is required to change from day work to shift work or vice versa in any week, he shall receive not less than the full weekly wage for ordinary time worked on either shift work or day work as the case may be for the period Monday to Friday inclusive.

#### *Tool Allowance*

7. A tradesman toolmaker, patternmaker, millwright, fitter, turner, or first-class machinist required to provide his own tools (except drills, taps, hacksaw blades and files) shall supply such tools and shall be paid 2d. per hour tool allowance. To qualify for this allowance a worker shall have such tools as are deemed necessary by mutual agreement between the union and the employer. An employer shall compensate a worker for tools lost by fire on the employer's premises.

The allowance provided for in this subclause shall not be payable if an employer provides all the tools required.

#### *Terms of Employment*

8. (a) The employment for the first two weeks shall be on an hourly basis and thereafter it shall be a weekly one.

(b) An employer shall be entitled to make a rateable deduction from the wages of any weekly worker provided for herein for time lost through sickness, default, or accident, or through absence with the consent of the employer.

(c) Wages shall be paid not later than Thursday in each week.

(d) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

(e) Each worker shall be supplied with a statement showing details of his earnings for each pay period, and any deductions therefrom.

(f) After the first two weeks of employment one week's notice of termination of employment shall be given on either side. Provided, however, that an employer shall be entitled to dismiss a worker summarily for misconduct.

#### *Holidays*

9. (a) The following are the recognised holidays under the agreement: New Year's Day and the day following, Anniversary Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955, which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this agreement.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs. An employer shall pay one tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for an employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(d) Except in the case of Anzac Day when it falls on a Saturday or a Sunday, where a rostered day-off falls on a statutory holiday the worker concerned shall be entitled to payment for any such statutory holiday.

(e) Except as provided in subclause (f) of this clause, annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that payment for annual holidays for each employee shall be based on his average weekly earnings under this agreement for the year or such lesser period in respect of which the holiday is allowable, but, unless the contrary is specifically provided in the Annual Holidays Act overtime payments for work in excess of eight hours per day and shift allowance are to be disregarded in making the computation.

(f) Whenever an employer at any mill elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling maintenance on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) hereof, rostered shift workers shall work on any or all of such holidays as required by the employer, provided that apart from the closing down and starting up of plant, plant safety and essential services, work shall not be required on Christmas Day and New Year's Day and provided further that the employer may substitute another recognised holiday for New Year's Day.

Shift workers at any such mill who have worked under the roster for a complete year shall be allowed an annual holiday of three weeks, the first two weeks of which shall be paid for on the same terms as provided in subclause (f) hereof and the third week (which may be allowed either in conjunction with or separately from the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker concerned) shall be paid as for 42 hours at ordinary rates of pay. Shift workers who have worked under the roster for part of the year only shall be entitled to a corresponding proportion of the third week: Provided that by agreement between the employer and the worker, and subject to the approval of the local branch of the union, payment may be made for the part week in satisfaction of the holiday entitlement.

*Accidents*

10. (a) An adequate first aid emergency kit shall be kept in a convenient and accessible place in every works, and shall be open to inspection once a month by a union official.

(b) Facilities shall be provided for rendering first-aid in the case of accident to workers while working outside the employer's place of business.

(c) Provision shall be made for a supply of hot water at short notice.

(d) Where a worker is injured in the course of his employment and is obliged to attend hospital or a doctor for treatment during working hours, such worker shall be paid by the employer for time so lost on the day of the accident but not for more than two hours.

*General Provisions*

11. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal times and hot water for washing at knocking off times, and adequate and suitable washing facilities.

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(c) Where portable electric lights, electric drills, and other portable electrical equipment are in use every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment, which shall not be used again until it has been made safe. Approved transformers will be supplied and no electrical portable appliance will be used unless connected to a transformer.

(d) Suitable screens shall be supplied for electric welding machines and shall be used by operators wherever it is not impracticable to do so.

(e) Protective glasses shall be supplied on request where they are required for use with grinding wheels. Provision shall be made for sterilising in a formalin box, or by other means, of gloves, goggles, or helmets.

(f) A rest interval of not less than 10 minutes shall be allowed morning and afternoon without deduction of pay, and also after each two hours' continuous overtime provided that the overtime is to be continued after such interval.

(g) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(h) Whenever practicable the worker shall be told when he is required to work overtime the following day.

(i) No worker shall be required to work on live steam pipe lines or on moving machinery where he is beyond easy calling distance or some other person who may or may not be subject to this agreement.

(j) When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes, and 1 pint of milk shall be provided each morning and/or afternoon.

(k) Workers employed on gas or electric welding and cutting shall be provided with goggles or helmets, and gauntlets or gloves, and when engaged on overhead work, leather aprons and full sleeve length jerkins shall be available.

(l) Workers shall be supplied, on request, with two suits of overalls to be replaced when worn out.

(m) When employed at work for which the industry award provides for the supply of boots, workers subject to this agreement shall be so supplied.

(n) All used clothing and equipment will be thoroughly disinfected and/or cleaned prior to re-issue with the exception of footwear (other than gumboots) which when supplied will be provided as a personal issue to the worker concerned.

(o) No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.

(p) A stop work meeting with a limit of one hour shall be allowed once in each three months on a date and time to be mutually agreed upon. Except for essential maintenance work which shall be carried out as required no work shall be performed during the period of such meetings.

#### *Disputes*

12. The essence of this agreement being that the work of an employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Right of Entry*

13. The secretary or other authorised representative of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

#### *Workers to be Members of Union*

14. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for the employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by the employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

(d) Within one month after the date of coming into operation of this agreement, the employer shall, if requested by the secretary of the union, either supply him with a list of all those workers in his employ covered by this agreement, or provide facilities for the secretary to obtain this list. Thereafter, but not more frequently than once in every three months, the employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.



*Under-rate Workers*

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Term of Agreement*

16. This agreement shall come into force on the first day of the pay week in each establishment following the 27th day of January 1961, and shall continue in force until 31 January 1962.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

K. A. BERRY, Auckland District Secretary.

Witness: F. D. Cowell. Occupation: Typiste. Address: Auckland.

Signed on behalf of Whakatane Board Mills Ltd.:

W. G. CLAVIS, Secretary.

Witness: J. L. Burrows. Occupation: Typiste. Address: Whakatane.